

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Benson, et al.

Appl. No. : 09/321,386

Filed : May 27, 1999

For : METHOD AND SYSTEM FOR
MANAGING A DATA OBJECT
SO AS TO COMPLY WITH
PREDETERMINED
CONDITIONS FOR USAGE

Examiner : Maria Von Buhr



Group Art Unit 2771

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September 14, 2000

(Date)



Eric M. Nelson, Reg. No. 43,829

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Assistant Commissioner for Patents
Washington, D.C. 20231

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Dear Sir:

Pursuant to 37 C.F.R. 1.321(b) the undersigned attorney of record is empowered to act on behalf of the Assignee, MediaDNA, Inc. ("Assignee").

In accordance with 37 C.F.R. § 3.73(b), Assignee represents that it is the 100 percent owner by assignment of the above-referenced application by virtue of an assignment recorded at Reel No. 9127, Frame No. 0847 by the Assignment Branch of the Patent and Trademark Office, an assignment recorded at Reel No. 7848, Frame No. 0383 by the Assignment Branch of the Patent and Trademark Office, and an assignment filed on December 1, 1999 in the Assignment Branch of the Patent and Trademark Office with respect to U.S. Patent No. 5,845,281 and related continuation applications. The Assignee represents that, to the best of Assignee's knowledge and belief, 100 percent title is in the Assignee seeking to take action.

Assignee hereby disclaims the terminal part of any patent granted on the instant application which would extend beyond the expiration date of any patent granted on a second pending U.S. Patent Application No. 09/164,606, which is also owned 100 percent by Assignee.

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Assignee hereby agrees that any patent so granted shall be enforceable only for and during such period that it and the second patent application are commonly owned. This agreement runs with any patent granted on the instant application and is binding on the grantee, its successors, or assigns.

Assignee does not disclaim any terminal part of any patent granted on the above-referenced application prior to the earlier of the expiration date of the full statutory term of any patent granted on the second patent application, as shortened by a terminal disclaimer filed before the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: September 14, 2000

By: 
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